



# भारत का राजपत्र

## The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० २७] नई विल्सो, शनिवार, जुलाई ६, १९८५ (आषाढ़ १५, १९०७)

No. 27] NEW DELHI, SATURDAY, JULY 6, 1985 (ASADHA 15, 1907)

इस भाग में लिख पृष्ठ संख्या वी आती है जिससे कि पहुँचना संकलन के रूप में रखा जा सके।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

### भाग IV

#### [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं  
[Advertisements and Notices issued by Private Individuals and Private Bodies]

#### नाम परिवर्तन

मैं ग्रब तक बाबूलाल कोली सुपुत्र श्री गंगाराम कोली के नाम से जाना जाता हूँ और वर्तमान में लिपिक के पद का काम कार्यालय महालेखाकार लेखा परीक्षा प्रथम मध्य प्रदेश गवालियर में करता हूँ तथा खिड़की मोहल्ला गवालियर में रहता हूँ।

मैंने अपना नाम बाबूलाल गोलारिया बदल लिया है मेरा यही नाम इसके पश्चात जाना जायेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

बाबूलाल कोली  
हस्ताक्षर (पुराने बाला नाम)

#### LOST

The Government Promissory Notes Nos. BY-006719 for Rs. 10,000/-, BY-006720 for Rs. 5,000/-, BY-006721 for Rs. 5,000/-, BY-006909 for Rs. 25,000/- & BY-006910 for Rs. 25,000/- of the 5½% Government of India Loan of 2002 originally standing in the name of Bank of Baroda and last endorsed to Shri R. M. Patre & Shri V. K. Hajela, Trustees, Shriram Refrigeration Industries Limited Employees Provident Fund, the proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Notes and interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the abovementioned securities.

Name of the advertiser : The Trustees, Shriram Refrigeration Industries Limited Employees Provident Fund.

Address : P.O. Balanagar Township, Hyderabad-500 037.

#### LOST|STOLEN|DESTROYED

The Government Promissory Note No. Ms.002493 of the National Defence Gold Bonds 1980 'A' Series for 10 Grams originally standing in the name of R. MEYVELU the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the abovementioned security.

Name of the person notifying : R. MEYVELU

Residence : Nehru Bazaar, Uthukottai, (P.O.) Chingleput District, Pin Code : 602 026.

#### STOLEN

The undermentioned Government Promissory Notes originally standing in the names as detailed below and last endorsed to Shri A. K. Bajoria and Shri N.N. Dixit the proprietors by whom they were never endorsed to any other person, having been stolen notice is hereby given that the payment of the undermentioned Notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the undermentioned securities.

## Details of Government Promissory Notes

Sr. No.	G. P. Note No.	Amount Rs.	Loan	Issued originally in favour of
1	2	3	4	5
(1) By 489615	100	3% Con. 1946	/	V. M. Parekh
(2) BY 493111	15,000	"	/	Bank of India
(3) BY 493112	3,000	"	/	Bank of India
(4) BY 493113	10,000	"	/	Gool Sohrab Wadia, Shavak Fakirji Patel & Jimmy Homi Honewala or any two of them or order.
(5) BY 493114	5,000	"	/	
(6) BY 493115	5,000	"	/	
(7) BY 493116	10,000	"	/	
(8) BY 493117	5,000	"	/	
(9) BY 493118	4,000	"	/	
(10) BY 493119	2,500	"	/	
(11) BY 493120	2,000	"	/	
(12) BY 490903	2,000	"	/	Dalichand Jugraj Jain, Bank of India.
(13) BY 493248	10,000	"	/	Shirinbal Pirojshaw Daruvalla, Dilmabai Pirojshaw Daruvalla & Homai Pirojshaw Daruvalla or any one of them.
(14) BY 456421	5,000	"	/	Chhotalal Pavanlal Manilal Mulchand, Maganlal Shivram & Manilal Maganlal or any of them.
(15) BY 451378	200	"	/	Zareen B. Presswalla & Hilla B. Presswalla or either of them or survival
(16) BY 451379	200	"	/	Hilla B. Presswalla & Zareen B. Presswalla or either of them.
(17) BY 452758	₹ 5,500	"	/	Homai Pirojshaw Daruvalla, Shirinbal Pirojshaw Daruvalla & Dilmabai Pirojshaw Daruvalla or any one of them.
(18) BY 452761	₹ 5,500	"	/	The Central Bank Executor & Trustee Co. Ltd.
(19) BY 456385	5,000	"	/	
(20) BY 456386	5,000	"	/	
(21) BY 446904	25,000	"	/	
(22) BY 446903	₹ 5,000	"	/	

Name of the Advertisers : Shri A. K. Bajoria and Shri N. N. Dixit.

Address:

: Central India Machinery Manufacturing Co. Ltd., (Steel Foundry Division) Employees Provident Fund Institution Ag Loop Rd. Birlanagar (M. P.).

## NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER  
Controller of Publications

## CHANGE OF NAMES

I, hitherto known as S. KRISHNAMOORTHY son of Shri K. SANKARNARAYANA IYER employed as Assistant Manager—Finance in the Harparshad & Company, 112/114, DLF Industrial Area, Faridabad, Haryana, residing at A-139 Anand Vihar, Trans-Yamuna Colony, Delhi-110 092, have changed my name and shall hereafter be known as V. S. KRISHNAMURTHY.

It is certified that I have complied with other legal requirements in this connection.

S. KRISHNAMOORTHY  
Signature (in existing old name)

I, hitherto known as ASHOK KUMAR SHARMA son of Shri SHANTI SWAROOP employed as Officer in the Corporation Bank (Regional Office), M-93, Connaught Circus, New Delhi-110001, residing at 5, Brijpuri Extension, Khureji Khas, Delhi-110051, have changed my name and shall hereafter be known as ASHOK KUMAR.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR SHARMA  
Signature (in existing old name)

I, hitherto known as GANPAT LAL MOCHI son of Shri MAGA RAM MOCHI employed as Studying in the Final Year Engg. University of Jodhpur (Raj.), residing at Engineering Hostel, Jodhpur, have changed my name and shall hereafter be known as GANPAT LAL.

It is certified that I have complied with other legal requirements in this connection.

GANPAT LAL MOCHI  
Signature (in existing old name)

I, hitherto known as RAVINDER KUMAR son of Shri RAM KARAN employed as Assistant Foreman in the Delhi Transport Corporation, residing at E-74, Sidharth Basti, New Delhi-110 014, have changed my name and shall hereafter be known as RAVINDER KUMAR KARAN.

It is certified that I have complied with other legal requirements in this connection.

RAVINDER KUMAR  
Signature (in existing old name)

I, hitherto known as RAM MANOHAR son of Shri BRINDAWAN PATEL employed as Armed Guard in Bank of India, Jabalpur Branch, residing at H. No. 578 Shanti Nagar, Jabalpur, have changed my name and shall hereafter be known as RAM MANOHAR PATEL.

It is certified that I have complied with other legal requirements in this connection.

RAM MANOHAR  
Signature (in existing old name)

I, hitherto known as SATINDER PAL SINGH son of Shri AVTAR SINGH employed as Student (MBBS) in the Maulana Azad Medical College, Delhi, residing at BA/1B, DDA Flats, Munirka, New Delhi, have changed my name and

shall hereafter be known as SATINDER PAL SINGH JUDGE.

It is certified that I have complied with other legal requirements in this connection.

SATINDER PAL SINGH  
Signature (in existing old name)

I, hitherto known as TULSI RAM DHUPAR alias ROMI son of Shri MOHAN LAL DHUPAR employed as Hindi Typist in the Central Warehousing Corporation (A. Govt. of India Undertaking), 41, Siri Institutional Area, Hazr Khas, New Delhi-110016, residing at 13/179, Geeta Colony, Delhi-31, have changed my name and shall hereafter be known as TARUN KUMAR DHUPAR.

It is certified that I have complied with other legal requirements in this connection.

TULSI RAM DHUPAR  
Signature (in existing old name)

I, hitherto known as SUBHASH BABU son of Shri GANESHI LAL employed as student of M.B.B.S. in the Maulana Azad Medical College, residing at 710, Nehru Kutir, Malka Ganj, Delhi-7, have changed my name and shall hereafter be known as SUBHASH CHHOKRA.

It is certified that I have complied with other legal requirements in this connection.

SUBHASH BABU  
Signature (in existing old name)

I, hitherto known as DEVAKI PRASAD YADAV son of Late Shri MURALIDHARJI employed as Technician in the D. E. Phones Gwalior (M.P.), residing at Q. No. 510 Janata Colony near R. K. Puri Thatipur Morar Gwalior (M.P.), have changed my name and shall hereafter be known as DEVAKI PRASAD GUPTA.

It is certified that I have complied with other legal requirements in this connection.

DEVAKI PRASAD YADAV  
Signature (in existing old name)

I, hitherto known as SYED SONDESH son of Shri SYED HAJI SAB employed as Postal Assistant in the Gulbarga Government General Hospital Post Office, Gulbarga-585105 in Gulbarga Postal Division, residing at H. No. 6-784, Rangeen Masjid, Mominpura, Gulbarga-585104, have changed my name and shall hereafter be known as SYED SARWAR.

It is certified that I have complied with other legal requirements in this connection.

SYED SONDESH  
Signature (in existing old name)

I, hitherto known as SAMBHU son of Late JOGNESWAR SHARMA employed as Pattern Maker H/SK gr I T. No. 259 in the Divl-Engg-W|Shop. E. Rly. Beliaghata 11 Convent Lane Calcutta-700015, residing at 31/120 Beliaghata Main Road, Calcutta-700085, have changed my name and shall hereafter be known as SAMBHU CHARAN SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SAMBHU  
Signature (in existing old name)

I, hitherto known as LAKSHMI KANTA MALIK son of Late BADAL CHANDRA MALIK employed as Cash-Cum-Accounts clerk in the Bank of India, Regional Office Burdwan, residing at Bidhanpally, Sreepally, Burdwan, have changed my name and shall hereafter be known as LAKSHMI KANTA MALLICK.

It is certified that I have complied with other legal requirements in this connection.

LAKSHMI KANTA MALIK  
Signature (in existing old name)

I, hitherto known as Major Mrs. ANNAMMA LUKOSE wife of Major TH RANGASWAMY employed as Nursing Officer in the Command Hospital (SC) Pune-411001, residing at 7 Parade Ground Road Pune-Camp, have changed my name and shall hereafter be known as Major (Mrs.) ANNAMMA RANGASWAMY.

It is certified that I have complied with other legal requirements in this connection.

ANNAMMA LUKOSE  
Signature (in existing old name)

I, hitherto known as BUWAJI RUPAVATE son of DHARMA RUPAVATE employed as Ship Wright (Skilled) T. No. 55166 C. No. 22 in the Naval Dockyard, Bombay, residing at NCH Colony T/30 Kanjurmarg (West), Bombay-78, have changed my name and shall hereafter be known as RATNAKAR DHARMA RUPAVATE.

It is certified that I have complied with other legal requirements in this connection.

BUWAJI RUPAVATE  
Signature (in existing old name)

#### PUBLIC NOTICE

I, DEVANESAN son of IZAAQ employed as Supervisor, Controller of Inspection Electronics, Ministry of Defence, Bangalore, residing at No. 21, Kumaran Nilayam, Magadi Road, 1st Cross (Right side), Bangalore-23 do hereby solemnly affirm and declare that I have embraced Hindu Religion (Adi-Draavida Hindu Community) and renounced ADI DRAVIDA CHRISTIANITY with effect from 3-3-1985.

It is certified that I have complied with other legal requirements in this connection.

DEVANESAN  
Signature (in existing old name)

#### NOTICE UNDER SECTION 500 OF THE COMPANIES ACT, 1956

Name of Company : M/s. Shankar Theatre of Kashmir Pvt. Ltd.

Registered Address : 1556, Deepak Mahal, Bhagirath Place, Delhi.

Notice is hereby given to all the shareholders and creditors of the above-named company that the extra-ordinary General Meetings of the Company will be held at the registered office on the 11th day of July, 1985 at 10 A.M. and 12 Noon to consider the undermentioned agenda :-

- (1) To consider the winding up of the company; and
- (2) To consider the appointment of voluntary Liquidator and fix his remuneration.

Dated : 22-5-1985.

R. S. SAPRU  
Managing Director

#### NOTICE UNDER SECTION 485(1) OF THE COMPANIES ACT, 1956

At a general meeting of the shareholders and creditors of M/s. Super Techno Enterprises (P) Ltd., duly convened and held at C-8/3, Krishan Nagar, Delhi-51 on the 31st day of May, 1985 at 10 A.M. and 12 Noon respectively, the following resolutions were passed :-

1. Resolved unanimously that the Special Resolutions as passed by the share holders in their General Meeting duly convened and held on 31-5-85 at 10 A.M. be and are hereby approved/confirmed.
2. Resolved unanimously that the Company namely M/s. Super Techno Enterprises (P) Ltd. be and is hereby wound up as creditors voluntary winding up.
3. Resolved unanimously that Shri Sansar Singh S/c Shri Jagtar Singh resident of 10, Link Road, Jangpura Extension, New Delhi be and is hereby appointed voluntary liquidator to finalise the affairs of the Com-

pany with all powers as provided under Section 512 of the Companies Act, 1956 on a remuneration of Rs. 1000/- (One thousand only) in lumpsum besides the actual liquidation expenses.

R. S. MODI  
Director  
Super Techno Enterprises Pvt. Ltd.

## FORM No. 151

(See Rule 315),

## CREDITORS VOLUNTARY WINDING UP

Notice of appointment of liquidator pursuant to Section 516  
Name of Company : M/s. Super Techno Enterprises (P) Ltd.  
Nature of Business : Mfg. of automobile filters.

Address of Registered Office : C-8/3, Krishan Nagar, Delhi-51.  
Name and address of Liquidator : Sansar Singh, 10 Link Road  
Jangpura Extension, New Delhi

Date of appointment : 31-5-1985.

By whom appointed : Creditors.

S. SANSAR SINGH  
Voluntary Liquidator

## NOTIFICATION BY THE ADONI OILSEEDS &amp; OIL EXCHANGE LTD., ADONI

The approval of the Deputy Director, Forward Markets Commission, under sub-section (i) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960 has been obtained on the 13th March, 1985, to the following amendments made to the Bye-Laws of the Adoni Oilseeds and Exchange Ltd., Adoni, the same having been placed on the Notice Board of the Exchange under Section 11 of the said Act and Rule 11 of the Forward Contract (Regulation) Rules, 1954, the said amendments are hereby published in the Gazette of India :

## THE ADONI OIL-SEEDS &amp; OIL EXCHANGE LIMITED

## ANNEXURE

## BY-LAWS AND PROVISIONS FOR NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS FOR GROUNDNUT OIL

The existing set of Bye-laws and provisions for Non-transferable Specific Delivery contracts for Groundnut Oil shall be substituted by the following :—

**DEFINITION :** "NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACT" means a Non-Transferable Specific Delivery Contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-Laws 1 to 38.

1. By-Laws 1 to 38 are additional Bye-Laws relating to Non-Transferable Specific Delivery Contracts for Groundnut Oil. All the other Bye-Laws of the Exchange as may be in force from time to time shall also be applicable to such Contracts and shall be binding on the parties to the Contract entered into under this set of Bye-Laws, in so far as they are not specifically dealt with and are not repugnant to these additional Bye-Laws.

Provided that the provisions in the other Bye-Laws regarding clearing shall not apply to Non-Transferable Specific contracts for Groundnut Oil.

2. Every Non-Transferable Specific Delivery Contract made subject to these Bye-Laws shall take effect as a contract wholly made at Adoni. (A. P.)

3. The Non-Transferable Specific Delivery Contract shall be entered into only between Members of between a Member and a Non-Member.

4. All Non-Transferable Specific Delivery Contract shall be made in the prescribed form, serially numbered and supplied by the Association. The Contract shall be made in quadruplicate. One copy each to be retained by the parties to the contract, one to be submitted to the Association forthwith and the fourth to be kept by the broker. The

parties to the Contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these by-laws.

5. Every Member and registered Non-Member shall send to the Association, periodical statements of Non-Transferable specific Delivery contract entered into by him in such form and manner as may be prescribed by the Board of Directors or the Sub-Committee appointed by the Board.

6. (a) The Board of Directors or the Sub Committee of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a Non-transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

7. Every Non-Transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedure laid down in the relevant by-laws.

8. No Non-Transferable specified delivery contracts once entered into, shall be settled mutually or by off-setting or by hawals or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these by-laws.

9. The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Association in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery, mutually agreed upon, the parties shall apply to Association in writing setting forth the reasons for extended time. The Board of Directors or the Sub-Committee appointed for the purpose shall have absolute discretion to extend or not the delivery time.

Provided however that such extended period in aggregate shall not in any circumstances exceed beyond the last date of delivery of the contract permitted by the Board of Directors or the Sub Committee as provided in By-Law 6 herein above.

## TERMS AND CONDITIONS REGARDING DELIVERY OF GROUNDNUT OIL

10.(a) Unless otherwise specified in the contract, the buyer shall take delivery of the Groundnut Oil (hereinafter referred to as goods) at the seller's godown/factory free of charge.

(b) Unless otherwise specified in the contract, Oil can be delivered by Motor Tanker or in Barrels.

(c) Unless otherwise specified in the Contract, the unit of contract in respect of oil shall be generally of follows :

Delivery by Motor Tanker .. 9.5/10 Tonnes.

Delivery by Barrels in .. 40/45 Units (7.3-8.3 Tonnes)  
Motor Truck

## CONTRACTED BASIS OF MAXIMUM/MINIMUM QUANTITY

11.(a) Where the Goods are not delivered at all, the contract for the purpose of damages, shall be deemed to be a contract for a Quantity equal to the average of the Minimum and maximum quantity.

(b) Where goods delivered are less than the minimum Quantity mentioned in the contract, the difference of quantity between the minimum and maximum quantity and the actual quantity tendered shall be reckoned as shortages and the damages for the shortage will be calculated on the basis of the rate recorded by the Exchange for the day on which delivery take place.

(c) In the case of delivery by barrel, for the purpose of damage for breach of contract, the quantity of oil in a barrel will be taken as 180 Kgs. At the time of delivery the net weight of barrel must be 179/183 Kgs, and if there is any excess or shortage, the payment for such excess or shortage shall be calculated taking 180 Kgs. as the average quantity on the basis of the rate recorded by the Exchange on the day of delivery. In calculating the average quantity, the barrels having leakage will not be taken into account.

12. **TIME FOR DELIVERY:** The time for delivery by Motor Tanker or Motor Truck carrying Barrels shall be from 10.00 A.M. to 6.00 P.M. on every working day.

13. **Time for Loading:** In ordinary circumstances, the sellers will have to load the goods upto 6.00 P.M. on the very day on which it is placed for loading and in the event of his failure to do so, he shall pay to the buyer the retention/demurrage charge at the rate of Rs. 200/- per day for loading the goods on the following day.

The seller will have to offer the barrels for loading into the motor truck by 6.00 P.M. and in the event of his failure to do so, he shall pay to the buyer the demurrage charges of Rs. 150/- per day, for the detention.

14. **PAYMENT:** The full payment of goods shall be given on the 4th working day from the day on which the goods have been tendered. For late payment the seller can claim extra Rs. 2/- per quintal per day from the buyer.

15. **Period of Delivery and Breach of Contract :** The period of delivery stipulated in every contract shall be deemed to be one of the essence of the contract. It will be obligatory on the part of the seller to complete the delivery of goods of the contracted quantity within the period of delivery specified in the contract and in the event of seller failing to do so, he shall be deemed to have committed a breach of contract and in respect of the contracted goods, the buyer shall be entitled to :—

(a) Cancel the outstanding contract at par :

OR

(b) Buy on seller's account ready goods on the subsequent working day of the contracted last date of delivery, such ready goods shall be of the same day delivery (i.e. of the day of purchase) or of the following working day delivery and shall give intimation of the same in writing or through the broker to the seller before 2.30 p.m. on the same day (i.e. on the day of purchase) and claim from the seller difference between the contract price and the purchase price, if the latter is higher than the former.

Provided however, if the seller has intimated to the buyer or his broker his inability to give delivery of goods upto 1.00 p.m. on the working day preceding the contracted last date of delivery, the buyer shall be entitled to buy on seller's account from the market on the contracted last date of delivery, goods for the same day delivery or for the following day's delivery and in such event, the buyer shall intimate the seller of such purchase, in writing or through the broker upto 2.30 p.m. on the day of purchase and claim the difference as damage as stated above.

OR

(c) without actual buying the undelivered quantity in the market, close the transaction on the day of break of contract at the rate recorded by the Exchange for the day and recover from the seller the difference as aforesaid damages.

OR

(d) extend delivery date of contract by mutual agreement as provided in by-law 9 of this set of By-laws but in case of default during such extended period, the contracted last date of delivery for settlement purpose, shall be considered either the original contracted last date of delivery or any of the extended dates at the discretion of the buyer;

Provided that the buyer at his sole discretion shall be entitled to exercise one option for some part of the contract and another option for another part of the contract for claiming the price difference mentioned in (c) and (d) above.

16. If the seller has tendered the goods in due time and the buyer refuses to accept or fails to take the delivery of the tendered goods, the buyer shall be deemed to have committed a breach of the contract and in such event the seller shall immediately communicate such refusal of failure of the buyer to the Exchange in writing, as provided in By-Law 23 hereinafter. On receipt of such communication from the seller, a meeting of the Sub-Committee shall be urgently called on the same day. In such circumstances the seller shall be entitled to exercise any of the following options :

- (i) Sell on buyer's account ready goods before the end of subsequent working day of the day on which the buyer refuses to accept or fails to take the delivery of the tendered goods and claim from the buyer, the difference between the contract price and the sale price,
- (ii) Close the contract on the day on which the buyer refuses to accept or fails to take the delivery of the tendered goods and claim the difference between the contract price and the rate registered by the Exchange.

The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

17. **DELIVERY AGAINST CONTRACT :** Where there are more than one contract in existence between the seller and the buyer and the delivery is yet to be given in all such contracts, the buyer shall take deliveries against the outstanding contracts, one after the other, in turn, in accordance with the running serial number of the contracts concerned. If however, there is a spot contract along with other outstanding contracts, the delivery to be made shall be first set off against the spot contract irrespective of any forward delivery contract in force at that time. If, however, the seller has asked the buyer to take delivery against a particular outstanding contract, the buyer shall have the discretion to comply or not with the same.

18. **DELIVERY OF BALANCE GOODS :** Where a seller has delivered less than the contracted quantity by more than 180 Kgs. the buyer shall have the right either to cancel the contract or claim the difference between the purchase price and the rate recorded by the Exchange on that date for the quantity short-delivered.

19. **Change in Contracted last date of delivery :** if the contracted last date of delivery falls on a day declared as holiday by the Exchange the previous working day shall be considered as the contracted last date of delivery.

Provided however, in extra-ordinary circumstances when holiday is declared suddenly by the Exchange and the contracted last day of delivery falls on such day, the working day following the said day shall be considered as the contracted last date of delivery.

20. **Specification of Goods :**

**DESCRIPTION :** Groundnut Oil delivered shall be guaranteed 100% pure filtered expeller quality un-adulterated, free from water, waste and other impurities. The oil so tendered shall have the natural smell, taste, colour and appearance. No oil shall be accepted which is rancid, have an off-taste, emit bad odour or otherwise unfit for human consumption.

**MOISTURE:-** Minimum 0.1 Acceptable with rebate as follows:

0.075 < : Free
0.075 to 0.08 Acceptable with single rebate
0.08 to 0.9 acceptable with rebate of 5 times over 0.08
0.09 to 0.10 Acceptable with rebate 30 times excess over 0.09

F. F. A: Basic and allowances may be fixed as below :

1st Dec-May 31	.5%	Pass (Basis)
	.5% - 2.0%	Single allowance
	2.0% - 2.5%	Double allowance
	Above 2.5%	Buyer's option reject

1st June to 30th Nov.	2.0%	Pass (Basis)
	2.00% - 2.5%	Single allowance
	2.5% to 3.0%	Double Allowance
	Above 3-0%	Buyer's option to reject

**COLOUR :** Basis 15 units on Lovibond Scale in 1" Cell (Y Plus 5H) Acceptable with rebate of one-fourth per cent of the value of the goods upto 20 Units. Above 20 Units and not more than 25 Units acceptable with the allowance of half percent of the value in addition to the above. Above 25 Units, buyer's option to reject.

21. *Replacement of rejected Oil :* No replacement of rejected goods in respect of ready contract (i.e. spot delivery contract) will be allowed. In other cases, the seller shall be entitled to replace the rejected oil upto the contracted last date of delivery of the contract. If the rejection is notified at the end of or after the delivery period, replacement will be allowed within three days from the date of notice of rejection. If the replaced oil is rejected again, further replacement will not be allowed that is, the seller shall not be allowed to replace the goods for the third time and the seller shall be deemed to have committed a breach of contract and buyer shall be entitled to cancel or settle the contract as per the option mentioned in By-law 15 above.

Provided, however, if the buyer has used the goods before giving notice of rejection, the contract shall be settled by the seller and the buyer mutually, in accordance with the prevailing rules and conventions in the market and if they do not agree on such settlement the dispute shall be referred to the Board of the Exchange.

22. With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors or Sub-Committee (Wherever it finds necessary or is called upon by the Forward Markets Commission) may ask the members to furnish the following as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary By-Laws of the Exchange :

- i. Copies of the Bill claiming monies.
- ii. Numbers of the Cheque issued for payment.
- iii. Motor Tanker or lorry Receipt number as the case may be or the delivery order number, the date of delivery order etc.
- iv. Other relevant particulars to show the mode of delivery.

23. (a) Failure or refusal to take delivery shall not be allowed except where such failure or refusal is due to circumstances beyond the control of the parties to the contract including circumstances of the nature of "Force Majeure". However, the interpretation and verdict of the Board or the Sub-Committee appointed by it, in this behalf as to whether circumstances were really beyond the control of the contracting parties to justify such failure or refusal to give or take delivery, shall be final and binding to the parties concerned.

(b) In each of the case of failure or refusal to give or take delivery, the buyer and seller shall communicate immediately to the Exchange in writing the failure or refusal, as the case may be. The seller party has to satisfy the Sub-Committee regarding the refusal to accept or failure to take delivery of the tendered goods by the buyer. The party failing to give or take delivery shall give reasons for such failure and the buyer party shall, if it has exercised option relating to buying on seller's account or closing of the contract or the cancellation of the contract, given in By-Law 15 explain the reason why he preferred the option. If the buyer has exercised his option relating to buying on seller's account he shall give particulars of such purchase effected by him. The seller party shall, if it has exercised the option relating to closing of the contract given in By-Law 16 explain the reasons why he preferred the option. If the seller has exercised his option relating to selling on buyer's account he shall give particulars of such sale effected by him,

The Board of Directors or a Sub-Committee appointed by it, in this behalf, shall from time to time examine the aforesaid communications taking into account all relevant circumstances and if it is not satisfied with the reasons or explanations furnished by any party or if it is not satisfied about the purchase claimed to have been made by the buyer under By-law 15 or the sale claimed to have been made by the seller under By-Law 16, it may subject the party concerned to such disciplinary action including imposition of fine, suspension and expulsion as it deems fit, after giving the party an opportunity of being heard in the matter. With a view to restrict the use of the Non-Transferable Specific Delivery contract only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors or the Oil Committee of the Exchange may frame suitable rules under this By-law with the concurrence of the Forward Markets Commission.

#### 24. Terms and conditions for sampling and Analysis :

(a) Three bottles shall be filled up from the oil drawn out, for taking out samples and after putting the seal and affixing labels, the representatives of both the parties shall put their signature on the label which will bear brief particulars of the sample. Out of three, one bottle will be kept by the buyer, one by the seller and one will be sent to the Exchange.

(b) In the event of any dispute with regard to quality or specifications of the goods, the buyer shall send a sealed sample of such goods to the laboratory whose name has been previously approved by the Board of the Exchange or the Committee concerned for the purpose of analysis.

(c) If the first report is not acceptable to seller, he shall inform about his going in for the second test within one working day to the buyer and the Exchange.

The Exchange on receipt of the information from seller shall send the sample to any other approved laboratory and the analysis report received shall be binding to both the seller and the buyer and shall be deemed to be final.

#### TERMS AND CONDITIONS REGARDING PAYMENT AND TAXES

##### 25. PAYMENT :

(a) PAYMENT will be made on or before the fourth day including the day on which delivery is effected such as if delivery effected on Monday the payment should be made on or before Thursday. If that day happens to be Bank Holiday, the payment should be made on immediate next Bank working day.

##### (b) Excise duty, Sales Tax, Octroi and Cess :

Unless otherwise specifically agreed to at the time of entering into contract, the buyer shall have to bear the incidence of any changes in the rate of any tax (other than Octroi and Cess) at the time of delivery. The buyer and the seller shall exchange and furnish to each other any forms or certificates as are required to be furnished under any of the existing laws concerning Oil Trade.

(c) Debit Notes : Payment of the amount of debit note shall be made within four days from the receipt of debit note.

#### TERMS AND CONDITIONS REGARDING QUALITY OF OIL.

26. (a) General : The Oil tendered against the contract should be conforming to the specifications as given herein and should be genuine, clean and pure expeller oil without any admixture.

(b) ORIGIN OF OIL : When the contract has specified the Oil produced in a particular region or district or State the Oil tendered should be from the specified region, district or State, as the case may be. Provided however, if owing to unforeseen and extra ordinary circumstances such as imposition of ban or restrictions on movement of oil outside the State by any State Government, "Force Majeure" clause will apply to such contract and this contract will be treated as cancelled at par.

Provided further that if owing to disruption of transport due to heavy rains or any other reason, the delivery of oil is not possible within the period of the contract, the contract shall be settled in accordance with the decision that may be taken by the Oil Committee of the Exchange in this connection.

(c) **QUALITY AVERAGE**: The analysis of each lot will have to be done separately.

**27. PROCEDURE FOR DRAWING SAMPLES:**

- (a) The apparatus for sampling should be cleaned with the same Oil for which it is used.
- (b) **Drum**: (1) Sample must be drawn from all the drums.  
(2) Sample must be drawn by rolling the drum.  
(2) Sample must be drawn by rolling the drum. will be drawn once with the help of closed tube and second time with the help of open tube and an average sample will be prepared from the two. If from the whole lot, some drums are found to contain water or more colour or dirt, the same shall be kept apart and no sample will be drawn from the same.

**MOTOR TANKERS**

(c) **Tanker**: For sampling purposes, Oil shall be drawn only after 75 Kgs of oil has been drawn out from the tanker (where the oil is tendered at the factory, the sampling will be done according to procedure of the factory concerned). If the Oil drawn after 75 Kgs. of oil has been drawn out is found not to be conforming to the quality specified, the buyer shall be entitled to reject the Tanker concerned. If the sample of 75 Kg. of oil is found to be of bad quality, both the parties will mutually settle the matter.

**28. CONCILIATION**: In the event of disputes or difference arising out of or in relation to a contract made subject to the by-laws of the Exchange the same shall, in the first instance, be referred to a Oil Committee to be appointed by the Exchange. Such Oil Committee will endeavour to bring about a reconciliation or compromise between the parties concerned. If the recommendation of the Oil Committee is not acceptable to one of the parties to the dispute, then such party within three days of the recommendation made by the Oil Committee shall refer such disputes or any part thereof to the Board of the Exchange for reconsideration of such disputes between the parties. The Board after hearing both the parties and/or their representatives shall make its recommendation to both the parties regarding the disputes between the parties and also endeavour its best to settle such disputes. The facility of arbitration as provided in the By-laws of the Exchange for referring any such disputes and differences between the parties shall be available to both the parties only after the disputes and differences have been considered by such Oil Committee and a satisfactory solution acceptable to both the parties has not been arrived at. The conciliation charges shall be borne by the party against whom the dispute has been decided.

**29. (a) FEES AND CHARGES**: The fees for referring any matter to the Oil Committee shall be Rs 15.00

(b) If any party applied for an urgent meeting of the Oil Committee such application will be admitted only on payment of Conciliation Fee of Rs. 50/- before noon. On receipt of such application the concerned Oil Committee will meet to consider the application on the same day. The Oil Panel will give their recommendation award promptly without any delay. The fee for appeal to Board of the Exchange will be Rs 100.00

(c) If there is any dispute at the time of delivery and one of the parties applies to the Exchange to denote its representative at the place of delivery as a witness, the Exchange will denote its representative on receipt of the payment of transport charges and a fee of Rs. 20/- from the applicant party.

(d) The fee for forwarding letter through the Exchange to the seller or buyer will be Rs 5/-

(e) The fees referred to above in this part may be varied from time to time by the Oil Committee

30. (a) The Board of Directors of the Exchange may with the approval of the Commission require at any time and from time to time the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding Non-Transferable Specific Delivery Contracts at the Exchange at such rates as may be fixed by the Board in consultation with the Oil Committee.

(b) The Forward Markets Commission may in the interest of trade or in public interest exercise the power contained in clause (a) above.

31. (a) The Board of Directors of the Exchange may, in the interest of the trade, with the prior approval of the Commission impose at any time or from time to time a limit on the purchase and/or sales that may be effected by means of Non-Transferable Specific Delivery Contracts by a member or a non-member, and the Board may also prescribe the manner in which purchases and/or sales shall be calculated for the purpose of enforcing such limits.

(b) The Forward Markets Commission may, in the interest of the trade or in the public interest, exercise the powers contained in clause (a) above.

32. No member shall enter into any non-transferable specific delivery contract for groundnut oil otherwise than on the terms and conditions prescribed under these By-laws. Nothing contained in these By-laws shall apply to non-transferable specific delivery contract for Groundnut Oil entered into on the terms and conditions prescribed in the by-laws of another recognised Association between members of that association or through or with any such member.

33. Any non-transferable specific delivery contract entered into for groundnut oil which is in contravention of the provisions of any of the By-laws (4), (6), (7), (8) and 32 shall be illegal under the provisions of Section 15 (3A) of the Forward Contracts (Regulation) Act, 1952.

34. (a) No member shall enter into a Non-Transferable Specific delivery contract for sale to a Non-Member or execute an order of a non-member to purchase on his behalf, unless the non-member is registered under By-law 34 (b) of the Exchange.

(b) Every non-member intending to enter into a non-transferable specific delivery contract for purchase or sale with a member or intending to place an order with a member for purchase or sale under non-transferable specific delivery contract shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board with the approval of the commission. On receipt of such an application, the Board, after making such inquiry as it considers necessary in this behalf, may grant a certificate of Registration to the Non-member or refuse to grant it. The Board may also prescribe such other procedure in respect of the registration of a Non-member as may be considered necessary from time to time.

(c) A Non-member registered under clause (a) above shall abide by the conditions laid down in the certificate of Registration.

(d) The Board of the Exchange may fine a non-Member or cancel his registration granted under clause (b) above, if the non-Member contravenes any of the conditions laid down in the certificate of Registration or fails to pay the amount of margin due from him under By-Law 30 within 24 hours if he is residing at Adoni or within 48 hours if he is residing outside Adoni from the making of the contract.

35. In case the registered non-Member buyer or seller fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under By-Law 34 (d) above the Member shall have the right:—

(a) To cancel the contract.

**OR**

(b) To enter into corresponding sale or purchase under Non-transferable Specific Delivery Contract and claim from the registered non-member the difference between the price of the contract with him and the price of the corresponding contract for sale or purchase.

## OR

- (c) To close the contract at the spot rate fixed by the Exchange on the day subsequent to the day on which the time limit to pay margin expired.
36. (a) No Member shall enter into a non-transferable specific delivery contract through a Non-member broker unless the non-member broker is registered under By-law 36 (b).

(b) Every non-member intending to act as a broker in respect of non-transferable specific delivery contract shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board. On receipt of such an application, the Board or the Sub-Committee after making such enquiry as it considers necessary in this behalf, may grant a certificate of registration to the non-member broker or refuse to grant it. The Board may also prescribe such other procedure in respect of registration of a non-member broker as may be considered necessary from time to time.

(c) A non-Member broker registered under clause (b) above shall abide by the conditions laid down in the certificate of Registration.

(d) The Board of the Exchange may fine a non-member broker and/or cancel his registration granted under clause (b) above if the non-member broker contravenes any of the conditions laid down in the certificate of registration.

(e) No Registered Non-Member Broker shall enter into a Non-Transferable specific delivery contract on his own account.

37. A Non-member broker registered with the Exchange as a non-member broker in accordance with By-Law 36 (b) shall act as a broker in respect of a non-transferable specific delivery contract which is not subject to the By-laws of the Exchange.

38. The Board shall have the power to prescribe, revise or alter the fees for registration of non-member dealers and non-member brokers from time to time.

for The Adoni Oilseeds & Oil Exchange Ltd.  
B. RAMACHAR  
Secretary

**THE ADONI OIL SEEDS & OIL EXCHANGE LTD.,  
ADONI**

Form for Non-Transferable Specific Delivery Contract for  
Groundnut Oil

CONTRACT No. .... For delivery from .....  
Dated .....

To .....

Non-transferable specific delivery contract between.....  
and .....  
in respect of .....

Metric Tonnes /Barrels of Groundnut Oil.

I /We ..... (hereinafter called the seller) have this day sold to the buyers mentioned below and I /We ..... (hereinafter called the buyers) have this day sold to the buyers mentioned below and I /We .....

(hereinafter called the buyers) have this day sold to the buyers mentioned below and I /We .....

- (i) Groundnut Oil ..... Metric Tonnes / Barrels /Tins at Rs. .... per 10 Kg/Tin net weight only
- (ii) Quality
- (iii) Delivery period ..... at seller's option.
- (iv) Payment, quality allowances etc. as per the By-laws of the Exchange.
- (v) Special terms, if any, not repugnant to the terms and conditions of the By-laws of the Exchange .....
- (vi) Brokerage ..... to be paid by the seller
- (vii) Commission .....
- (viii) Remarks .....

**SOME IMPORTANT TERMS**

1. This contract is a non-transferable specific delivery contract. The rights and liabilities of the parties to this contract shall not be transferable.
2. All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration/conciliation under the By-laws of the Adoni Oilseeds & Oil Exchange Ltd.
3. This contract shall not be cancelled or settled except as provided in the By-laws of the Exchange.
4. Unless otherwise mutually agreed to, the goods shall be delivered by the seller to the buyer at the seller's godown factory in Adoni/Yemmiganur.
5. This contract is entered into subject to the By-laws in force from time to time of the Adoni Oilseeds & Oil Exchange Ltd. of which the parties admit that they have knowledge and notice.

Buyer's Signature

Seller's Signature

Broker/Commission Agent

**FORM NO. 151.**

(See Rule 315)

Companies Act, 1956

Member's Voluntary Winding-up.

Notice of appointment of Liquidator pursuant to Section 516.

Name of Company—Narang Bank of India Ltd. (In Liquidation).

Nature of business—Banking.

Address of Registered Office—3, Dr. G. C. Narang Marg, Delhi-7.

Name & address of the Liquidator—Shri Ram Nath Kohli DE-159/B/2, Tagore Garden, New Delhi.

Date of appointment—27-5-1985.

By whom appointed—Shareholders.